

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:

RANDALL'S ISLAND FAMILY
GOLF CENTERS, INC., et al.,

Debtors.

Case No. 00-41065-smb
through 00-41196-smb

Chapter 11

**STIPULATED ORDER SETTLING A MOTION FOR
RELIEF FROM THE AUTOMATIC STAY AND
ABANDONMENT OF PROPERTY OF THE ESTATE**

This Stipulation and Stipulated Order entered into by and between 8230 Wehrle Drive, Inc., formerly known as Caddyshack Golf Dome, Inc. ("Wehrle Drive") and Randall's Island Family Golf Centers, Inc., et al. (the "Debtors").

W I T N E S S E T H :

WHEREAS, effective on or about March 1, 1997, one of the Debtor's predecessors-in-interest; to wit, Golden Bear Golf Centers, Inc. ("Golden Bear") entered into a ground lease (the "Lease") with Wehrle Drive in connection with the use and operation of a golf driving range, including both domed indoor and outdoor ranges with facilities associated therewith at premises commonly known as 8203 Wehrle Drive, Lancaster, New York 14221 (the "Leased Premises");

WHEREAS, in conjunction with the Lease, the Debtor also executed and delivered a certain promissory note with respect to the sale of certain assets associated with the Leased Premises evidencing an indebtedness in the principal amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00);

WHEREAS, the note was secured by a certain letter of credit issued by The Chase Manhattan Bank, which Wehrle Drive has drawn upon, and for which it has received payment from The Chase Manhattan Bank;

WHEREAS, Wehrle Drive asserts that the obligations under the Lease was secured, in part, by a first lien and security interest in all of the Debtors' assets situated at the Leased Premises, including, without limitation, all improvements, furnishings, fixtures, and equipment;

WHEREAS, on or about May 4, 200 (the "Petition Date"), the Debtors filed a voluntary petition for relief under Chapter 11, Title 11 of the United States Bankruptcy Code;

WHEREAS, the Debtor's obligation to pay the post petition rents and obligations due in October of 2000 with respect to its allocated share of the real property taxes and assessments in the amount of approximately \$7,700, and in addition thereto, to pay the basic rent reserved under the Lease due on November 1, 2000 and December 1, 2000 in the amount of \$25,000 each;

WHEREAS, in addition thereto, there are other prepetition defaults asserted by Wehrle Drive in connection with the Debtors' obligations under the Lease.

WHEREAS, the Debtors' sale of certain of its leases to Klak Golf, LLC did not include the Leased Premises.

WHEREAS, Wehrle Drive has filed a motion seeking stay relief and abandonment of the proepty at the Leased Premises, along with the other relief (the "Motion").

WHEREAS, the Debtor and Wehrle seek to resolve and settle the Motion and provide for the resolution of all claims and obligations between the Parties in accordance with the terms of this Stipulation and Stipulated Order.

NOW, THEREFORE, it is stipulated and agreed by and between the Debtors and Wehrle as

follows:

1. The Debtor, pursuant to the provisions of 11 U.S.C. §554 hereby abandons to Wehrle Drive all of its rights, title, and interest in and to the Leased Premises, together with all furnishings, fixtures, equipment, and other items of personal property (excluding cash and any items of equipment that the Debtor does not own, but which may be subject to certain executory contracts with other third parties), which are situated at the Leased Premises and are used in conjunction therewith.

3. In satisfaction of any and all claims which Wehrle Drive may have, or hereafter have, against the Debtors and/or its affiliates, whether arising under any Lease or otherwise, the Debtors will remit the sum of \$17,500 to Wehrle Drive within five (5) business days after entry of a final Order of this Court for the purposes hereunder, a Final Order shall mean an order of this Court approving this Stipulation and Stipulated Order from which either (a) no appeal has been filed within ten days of the date of its entry, or (b) in the event of an appeal, upon the entry of an order from an appellate court from which no further appeals may be pursued or taken approving this Stipulation and Stipulated Order.

3. The Debtor and Wehrle Drive agree that all of the Debtors' right, title, and interest in the Lease are terminated, in full.

4. The Debtors shall turn over and surrender the Leased Premises to Wehrle Drive by December 14, 2000, notwithstanding the date of the entry of this Order at a later date, and such order shall approve the turnover and surrender of the premises and leased facility as of the date referenced above.

5. The Debtor hereby assigns any and all warranties which it received for the manufacturer or installer of the dome to Wehrle Drive.

6. Wehrle Drive hereby waives, releases, and forever discharges the Debtor, together with the Estate or any successors-in-interest thereto, including any trustee in bankruptcy, from any and all claims, causes of actions, suits, demands, or liabilities of any nature whatsoever, whether existing prepetition or post petition, including, without limitation, any claims arising under or in connection with the Lease Agreement and the security Agreement related thereto.

7. The Debtors, together with the Estate and any successors or trustees or assigns hereby releases Wehrle Drive from any and all claims, causes of actions, suits, demands, or liabilities of any nature whatsoever, whether existing prepetition or post petition, including, without limitation, any claims arising under Chapter 5 of the Bankruptcy Code.

8. This Stipulated Order may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. The Parties consent to the entry of an stipulated order approving this stipulation in a “so ordered” fashion, or such other form as may be preferred by the United States Bankruptcy Court for the Southern District of New York over the Debtors’ proceeding.

IN WITNESS WHEREOF, the Parties have affixed their signatures as of the date indicated opposite their signatures.

Dated:

RANDALL’S FAMILY GOLF CENTERS, INC., et al.

By: /s/ Pamela Charles
Its: Vice President

Dated: 2/5/01

GOLENBOCK, EISEMAN, ASSOR & BELL
Attorneys for the Debtors

By: /s/ Jonathan L. Flaxer
Its: Member

Dated:

8230 WEHRLE DRIVE, INC.

By: /s/ Michael Seamans
Its: President

Dated:

HARTER, SECREST & EMERY LLP
Attorneys for Wehrle Drive, Inc.

By: /s/ Raymond Fink
Its: Member

All of the terms, conditions, and provisions of this Stipulation are hereby approved and deemed to be ordered, as if embodied in a separate order of this Court.

Dated: **February 27, 2001**

/s/ STUART M. BERNSTEIN
The Honorable Stuart B. Bernstein
Chief Judge, United States Bankruptcy Court
Southern District of New York